

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

JOHN F. KNIGHT, JR., et al.,)

Plaintiffs and Plaintiff-)
Intervenors,)

THE UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

THE STATE OF ALABAMA, et al.,)

Defendants.)

Civil Action No.
2:83-cv-1676-HLM

SETTLEMENT AGREEMENT
BETWEEN THE DEFENDANTS ALABAMA STATE
UNIVERSITY AND ALABAMA A&M UNIVERSITY
AND
THE DEFENDANTS ALABAMA STATE BOARD
OF EDUCATION, CHANCELLOR ROY JOHNSON, ATHENS STATE
UNIVERSITY, AND CALHOUN STATE COMMUNITY COLLEGE

This Settlement Agreement (hereinafter sometimes referred to as "this Agreement") is made by and between, on the first part, Defendants Alabama State University, the Board of Trustees for Alabama State University, and the members of the Board of Trustees for Alabama State University (hereinafter collectively referred to as "ASU"); on the second part, Defendants Alabama A&M University, the Board of Trustees for Alabama A&M University, and the members of the Board of Trustees for Alabama A&M University (hereinafter collectively

referred to as "A&M"); and on the third part, Defendant Chancellor of Postsecondary Education Roy Johnson (the "Chancellor"). This Settlement Agreement is intended to accomplish a full, complete, and final settlement of all differences and disputes between and among the Parties to this Agreement (and Defendants Alabama State Board of Education, the members thereof, Athens State University, and Calhoun State Community College, being intended beneficiaries of this Settlement Agreement) as to this action (Civil Action No. 2:83-cv-1676-HLM), including but not limited to, the future of Trenholm State Technical College, as it is presently known and as it may be known in the future, (hereinafter referred to as "Trenholm"), and Athens State University, as it is presently known and as it may be known in the future, ("Athens"), Calhoun State Community College, as it is presently known and as it may be known in the future, ("Calhoun").

Subject to the Court's approval, the Parties mutually agree and covenant as follows:

A. Chancellor Support of Transfer Scholarship Program

1. The Chancellor shall make his best good faith effort, through appropriate lawful means, to inform members of the Alabama Legislature and Governor of the need for a two-year-college-A&M-ASU "Transfer Scholarship Program" (hereinafter "Program") and endeavor to persuade said officials to meet that need through including appropriate provisions within the postsecondary education section of each of the fiscal years 2008 (2007-2008) through 2018 (2017-18) education appropriations acts respectively, providing Program funding (new funding for 2008) for 1000 tuition-and-fees scholarships per year for graduates (degree earners) of Alabama public (state-funded) two-year colleges to continue their education at Alabama A&M University or Alabama State University, working toward attaining a bachelor's degree. The

Chancellor's efforts in this regard shall be made in cooperation and coordination with the Presidents of A&M and ASU.

2. The Transfer Scholarship Program that the Chancellor shall endeavor to have the Alabama Legislature to appropriate funding for shall be as follows:

a. As an absolute minimum requirement, scholarships recipients must graduate (complete a degree program) from an Alabama community, junior, or technical college governed by the Alabama State Board of Education.

b. Additional criteria and procedures for evaluating two-year college graduates applying for a Program scholarship shall be developed by A&M and ASU, with A&M and ASU to decide which applicants are to be awarded scholarships.

c. The Program is for up to 500 scholarships annually for A&M, and up to 500 scholarships annually for ASU, or the equivalents thereof, with the legislative funding to be of a total amount sufficient to cover the dollar-equivalent of then-prevailing "in state" tuition and fees for 500 full-time undergraduate students per university, except that the number of scholarships (or equivalents thereof) for A&M and ASU shall be 250 each for the first and last years that the Program is legislatively funded. Each said University shall periodically certify to the Chancellor and Alabama Department of Postsecondary Education the total amount of scholarships awarded by the University pursuant to the Program for the most recent period (semester or year), and request reimbursement for the same. Upon said certification and request the Chancellor shall cause to be paid (reimbursed), from available funds appropriated for that purpose, to the University the total amount so certified and requested.

d. A&M and ASU may, in their discretion, conclude that scholarships may, on a case by case basis, be awarded to individual students for more than four semesters (two years), in

recognition that many students legitimately take more than two years (four semesters) to complete all of their junior and senior level courses necessary to attain a bachelor's degree. However, each Program scholarship recipient desirous of attending A&M or ASU on a full-time basis shall, if he or she is granted a scholarship, receive a full – and not partial – scholarship so long as he or she is attending the university on a full-time basis, taking a full load of credit courses, and is in his or her first, second, third, or fourth semester at the university. Partial scholarships may, in the University's discretion, be awarded to other students.

e. Any unused scholarships in any particular year may be used in a subsequent year during the ten-year time period of the Transfer Scholarship Program.

3. The Transfer Scholarship Program for which the Chancellor shall ask the Alabama Legislature to appropriate funding shall last for a period of seven years, in recognition that Program scholarship recipients will need at least two years, and possibly more, to earn their bachelor degrees, and in recognition that the first and seventh years of the program will be transition years in which less than all of the monies appropriated for scholarships may not be utilized or utilized in that year.

B. Cooperative Efforts

- 1. ASU and the Chancellor, in conjunction with the President of Trenholm State Technical College, shall engage in a collaborative effort to achieve success in the Transfer Scholarship Program. This effort may include, but is not limited to, joint and dual enrollment plans, joint student activities, and shared faculty.

C. Alabama State University Withdrawal of Objections

1. Within not later than ten (10) days following the signing by each Party's representative of this Agreement, ASU shall, through its attorney(s), file with the Court a notice withdrawing any and all of its objections to the termination of this Court's previously entered

remedial decrees insofar as said objections relate to or concern actual or desired injunctive relief limiting or controlling the present or future educational services offered by, or operations of, Trenholm State Technical College, as it is presently known and as it may be known in the future. Said notice filed by ASU shall also specifically withdraw the "objections" set forth beginning at page 23, section "E," and continuing thereafter through page 26, line 6 of the document filed by ASU on or about November 30, 2005, entitled "Notice by Alabama State University of Objections To the Termination of Provisions of the Remedial Decree" and entered in the Court's Docket as Docket Number 3377.

2. ASU shall not hereafter file with the Court any objection similar to that to be withdrawn pursuant to paragraph C1 hereinabove. Nor shall ASU make any other effort to persuade the Court in this action (or any other Court or action) to continue or otherwise order injunctive relief limiting or controlling Trenholm State Technical College or public two-year educational services.

3. ASU shall within ten (10) days of this Agreement withdraw any and all of its "claims" against the Alabama State Board of Education, its members, Chancellor Roy Johnson, or any educational institutions and officers governed by them, and shall not hereafter continue or make in this case any new claims against any of them.

D. Alabama A&M University Withdrawal Of Objections

1. Within not later than ten (10) days following the signing by each Party's representative of this Agreement, A&M shall, through its attorney(s), file with the Court a notice withdrawing any and all of its objections to the termination of this Court's previously entered remedial decrees insofar as said objections relate to or concern actual or desired injunctive relief limiting or controlling the present or future educational services offered by, or operations of,

Calhoun State Community College, as it is presently known and as it may be known in the future or Athens State University. Said notice filed by A&M shall also specifically withdraw the "objections" set forth at pages 5 and 6, sections "3" and "4," of the document filed by A&M on or about November 30, 2005, entitled "Objections of Alabama A&M University to the Termination of the Remedial Decrees," and entered in the Court's Docket as Docket Number 3372.

2. A&M shall not hereafter file with the Court any objection similar to that to be withdrawn pursuant to paragraph D1 hereinabove. Nor shall A&M make any other effort to persuade the Court in this action (or any other Court or action) to continue or otherwise order injunctive relief limiting or controlling Athens State University, Calhoun State Community College, or public two-year educational services.

3. A&M shall within ten (10) days of this Agreement withdraw any and all of its "claims" against the Alabama State Board of Education, its members, Chancellor Roy Johnson, or any educational institutions and officers governed by them, and shall not hereafter continue or make in this case any new claims against any of them.

D. Joint Positions / Motions

In order to accomplish the above-stated objectives and agreements, the Parties to this Agreement shall, within ten (10) days of this Agreement, by joint motion, suggested order, and/or other means, convey in writing to the Court their agreed-upon position respecting: a) the above provisions and Agreement; b) that the Chancellor, State Board of Education, its members, Athens State University, and Calhoun State Community College (hereinafter, collectively referred to as the "SBE Defendants") should, after affording a period of time for other parties in the case to comment, promptly dismiss, with prejudice, the SBE Defendants and dissolve all

injunctive relief against said defendants, and their institutions and officials; and c) that the Court consider entering an Order reserving to itself the option to potentially order, as to one or more other remaining Defendants (not the SBE Defendants) appropriate relief in the event the Alabama Legislature does not include in the fiscal year 2007 education appropriations act sufficient funding for the above-described scholarship Program.

This Agreement shall be binding upon the successors and assigns of the parties and shall inure to their benefit.

By and through the respective signatures of their authorized attorneys below, each of the aforesaid Parties agrees and enters into this Settlement Agreement.

FOR ALABAMA STATE UNIVERSITY,
THE BOARD OF TRUSTEES FOR
ALABAMA STATE UNIVERSITY,
AND THE MEMBERS OF THE
ALABAMA STATE UNIVERSITY
BOARD OF TRUSTEES

Kenneth Thomas
Attorney for Alabama State University,
The Board of Trustees for Alabama
State University, and Its Members

Date: _____

FOR ALABAMA A&M UNIVERSITY,
THE BOARD OF TRUSTEES FOR
FOR ALABAMA A&M UNIVERSITY
AND THE MEMBERS OF THE
ALABAMA A&M UNIVERSITY
BOARD OF TRUSTEES

Braxton Schell, Jr.
Attorney for Alabama A&M University,
The Board of Trustees for Alabama A&M
University, and Its Members

Date: _____

FOR CHANCELLOR ROY JOHNSON

Jeffery A. Foshee, Attorney for the
Chancellor Roy Johnson
Foshee & George, L.L.C.
900 South Perry Street, Suite B
Montgomery, Alabama 36104

Date: _____